

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

**In re:**

**PURDUE PHARMA L.P., et al.,  
  
Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 19-23649 (RDD)**

**Jointly Administered**

**THIRD NOTICE OF EXPANSION OF SCOPE OF SERVICES TO BE  
PROVIDED PURSUANT TO THE ERNST & YOUNG RETENTION ORDER**

**PLEASE TAKE NOTICE** that on December 23, 2019, the Court entered the *Order Approving Debtors' Employment of Ernst & Young as their Auditor, Nunc Pro Tunc to the Petition Date* [ECF No. 698] (the "**E&Y Retention Order**"), authorizing the above-captioned debtors and debtors in possession (the "**Debtors**") to employ Ernst & Young LLP ("**E&Y**").

**PLEASE TAKE FURTHER NOTICE** that paragraph 5 of the E&Y Retention Order provides that, to the extent that, during the pendency of these Chapter 11 cases, the Debtors require E&Y to perform professional services other than (a) those set forth in the Engagement Letter and (b) services related to those set forth in the Engagement Letter, the Debtors shall file such agreements with the Court and serve such agreements upon the applicable notice parties.

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<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's registration number in the applicable jurisdiction, are as follows: Purdue Pharma L.P. (7484), Purdue Pharma Inc. (7486), Purdue Transdermal Technologies L.P. (1868), Purdue Pharma Manufacturing L.P. (3821), Purdue Pharmaceuticals L.P. (0034), Imbrium Therapeutics L.P. (8810), Adlon Therapeutics L.P. (6745), Greenfield BioVentures L.P. (6150), Seven Seas Hill Corp. (4591), Ophir Green Corp. (4594), Purdue Pharma of Puerto Rico (3925), Avrio Health L.P. (4140), Purdue Pharmaceutical Products L.P. (3902), Purdue Neuroscience Company (4712), Nayatt Cove Lifescience Inc. (7805), Button Land L.P. (7502), Rhodes Associates L.P. (N/A), Paul Land Inc. (7425), Quidnick Land L.P. (7584), Rhodes Pharmaceuticals L.P. (6166), Rhodes Technologies (7143), UDF LP (0495), SVC Pharma LP (5717) and SVC Pharma Inc. (4014). The Debtors' corporate headquarters is located at One Stamford Forum, 201 Tresser Boulevard, Stamford, CT 06901.

**PLEASE TAKE FURTHER NOTICE** that the Debtors have entered into an additional agreement (the “**Additional Agreement**”)<sup>2</sup> with E&Y, a copy of which is attached hereto as **Exhibit A**.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Additional Agreement and as more fully described therein,<sup>3</sup> E&Y has been engaged, contingent upon satisfaction of the requirements of the E&Y Retention Order, to, in connection with the Debtors’ anticipated provision of access to and use of Purdue’s IT environment by Noramco Coventry LLC (“**Noramco**”) under a transition services agreement associated with the sale of certain assets of Debtor Rhodes Technologies to Noramco, assess the Debtors’ current plans and architecture to identify data security and privacy risks and offer risk mitigation recommendations relative to Noramco’s use of the Debtors’ overall IT environment, based on leading practices, for the Debtors’ management’s consideration.

**PLEASE TAKE FURTHER NOTICE** that the Debtors hereby file the Additional Agreement with the Court and will serve such documents upon the applicable notice parties, in each case pursuant to the E&Y Retention Order.

**PLEASE TAKE FURTHER NOTICE** that, unless a written objection to the Additional Agreement is served and filed with proof of service with the Clerk of the Court, and a courtesy copy is delivered to the undersigned and to the chambers of the Honorable Robert D. Drain, so as to be received by **December 5, 2020 at 4:00 p.m. (Eastern Time)**, there will not be a hearing to consider such Additional Agreement, and, pursuant to paragraph 5 of the E&Y Retention Order,

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<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meaning given to them in the E&Y Retention Order or the Additional Agreement, as applicable.

<sup>3</sup> This description of the services provided for by the Additional Agreement is qualified in its entirety by reference thereto.

such Additional Agreement and all additional services pursuant thereto shall be deemed approved by the Court (without the need for any further Court order) and be subject to the provisions of the E&Y Retention Order.

**PLEASE TAKE FURTHER NOTICE** that, if a written objection is timely filed and served with respect to the Additional Agreement, a hearing (the “**Hearing**”) will be held to consider the Additional Agreement before the Honorable Robert D. Drain, United States Bankruptcy Judge, at the United States Bankruptcy Court, 300 Quarropas Street, White Plains, New York 10601, on a date to be announced.

**PLEASE TAKE FURTHER NOTICE** that copies of the Additional Agreement may be obtained free of charge by visiting the website of Prime Clerk LLC at <https://restructuring.primeclerk.com/purduepharma>. You may also obtain copies of any pleadings by visiting the Bankruptcy Court’s website at <http://www.nysb.uscourts.gov> in accordance with the procedures and fees set forth therein.

Dated: November 25, 2020  
New York, New York

DAVIS POLK & WARDWELL LLP

By: /s/ Eli J. Vonnegut

450 Lexington Avenue  
New York, New York 10017  
Telephone: (212) 450-4000  
Facsimile: (212) 701-5800  
Marshall S. Huebner  
Benjamin S. Kaminetzky  
Timothy Graulich  
Eli J. Vonnegut  
Christopher S. Robertson

*Counsel to the Debtors and Debtors in  
Possession*